

<i>SERFF Tracking Number:</i>	<i>WESA-125380935</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arch Insurance Company</i>	<i>State Tracking Number:</i>	<i>#26149 \$50</i>
<i>Company Tracking Number:</i>	<i>ARCH-07-226</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0022 Other</i>
<i>Product Name:</i>	<i>Specific Excess Workers Compensation and Employers Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Revised EWC Forms/ARCH-07-226</i>		

## Filing at a Glance

Company: Arch Insurance Company	SERFF Tr Num: WESA-125380935	State: Arkansas
Product Name: Specific Excess Workers' Compensation and Employers Liability	SERFF Status: Closed	State Tr Num: #26149 \$50
TOI: 17.0 Other Liability - Claims Made/Occurrence	Co Tr Num: ARCH-07-226	State Status: Fees verified and received
Sub-TOI: 17.0022 Other	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Filing Type: Form	Authors: Westmont Associates, Wesley Pohler	Disposition Date: 12/18/2007
	Date Submitted: 12/11/2007	Disposition Status: Approved
Effective Date Requested (New): 02/15/2008		Effective Date (New):
Effective Date Requested (Renewal): 02/15/2008		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: Submission of Revised EWC Forms	Status of Filing in Domicile: Pending
Project Number: ARCH-07-226	Domicile Status Comments: Missouri is pending; just submitted
Reference Organization: None	Reference Number: None
Reference Title: None	Advisory Org. Circular: None
Filing Status Changed: 12/18/2007	
State Status Changed: 12/18/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
<p>The Company is filing to revise its currently filed and approved Excess Workers' Compensation and Employers Liability Policy and Endorsements. With regard to the Endorsements, please be advised that the revisions that have been made are intended so that the new editions of the forms match the language of the revised policy. Also, some forms have been eliminated as they have been either incorporated into the Policy itself, combined with other endorsements or are</p>	

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

no longer needed. With regard to the Policy form, please refer to the attached filing memorandum which provides a summary of the revisions. We have also enclosed a forms listing for your information as well.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Wesley Pohler, AVP wes@westmontlaw.com  
25 Chestnut Street (856) 216-0220 [Phone]  
Haddonfield, NJ 08033 (856) 216-0303[FAX]

### Filing Company Information

Arch Insurance Company CoCode: 11150 State of Domicile: Missouri  
300 First Stamford Place Group Code: 1279 Company Type: Property and  
Casualty  
5th Floor East  
Stamford, CT 06902 Group Name: State ID Number:  
(203) 388-3220 ext. [Phone] FEIN Number: 43-0990710  
-----

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Arkansas fee for forms  
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
26149	\$50.00	12/10/2007

*SERFF Tracking Number:*      *WESA-125380935*      *State:*      *Arkansas*  
*Filing Company:*      *Arch Insurance Company*      *State Tracking Number:*      *#26149 \$50*  
*Company Tracking Number:*      *ARCH-07-226*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0022 Other*  
*Product Name:*      *Specific Excess Workers Compensation and Employers Liability*  
*Project Name/Number:*      *Submission of Revised EWC Forms/ARCH-07-226*

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	12/18/2007	12/18/2007

*SERFF Tracking Number:*      *WESA-125380935*      *State:*      *Arkansas*  
*Filing Company:*      *Arch Insurance Company*      *State Tracking Number:*      *#26149 \$50*  
*Company Tracking Number:*      *ARCH-07-226*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0022 Other*  
*Product Name:*      *Specific Excess Workers Compensation and Employers Liability*  
*Project Name/Number:*      *Submission of Revised EWC Forms/ARCH-07-226*

## **Disposition**

Disposition Date: 12/18/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Per Carol Stiffler...these forms are under "other Liability" rather than W/C. Edith Roberts primary reviewer.

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Arkansas Form Listing	Approved	Yes
Form	Specific Excess Workers' Compensation and Employers Liability Insurance Policy	Approved	Yes
Form	Specific Excess Workers' Compensation and Employers Liability Insurance Policy Declarations	Approved	Yes
Form	Federal Employers' Liability Act Coverage Endorsement	Approved	Yes
Form	Alternative Employer Endorsement	Approved	Yes
Form	Executive Officers Exclusion Endorsement	Approved	Yes
Form	Executive Officers Inclusion Endorsement	Approved	Yes
Form	Martime Coverage Endorsement	Approved	Yes
Form	Reinstatement Endorsement	Approved	Yes
Form	Policy Cancellation Endorsement	Approved	Yes
Form	Aircraft Exclusion Endorsement	Approved	Yes
Form	Scheduled Aircraft Coverage Endorsement	Approved	Yes
Form	Split Retained Limit Endorsement	Approved	Yes
Form	Aircraft Limitation Endorsement	Approved	Yes
Form	Communicable Disease Retrained Limit and Limit of Liability Endorsement	Approved	Yes
Form	Specific Communicable Disease Retrained Limit and Limit of Liability Endorsement	Approved	Yes
Form	State(s) Coverage Endorsement	Approved	Yes
Form	Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement	Approved	Yes
Form	Longshore and Harbor Workers'	Approved	Yes

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

	Compensation Act Coverage Endorsement (State Benefits)		
Form	Longshore and Harbor Workers' Compensation Act Coverage Endorsement (Specific Benefits)	Approved	Yes
Form	Named Insured Addition Endorsement	Approved	Yes
Form	Named Insured Deletion Endorsement	Approved	Yes
Form	Association Endorsement	Approved	Yes
Form	Policy Change Endorsement	Approved	Yes
Form	Foreign Voluntary Compensation and Employers Liability and Repatriation Coverage Endorsement	Approved	Yes
Form	Declarations Page Change Endorsement	Approved	Yes
Form	Endemic Diseases Endorsement	Approved	Yes
Form	Wrap-Up Exclusion Endorsement	Approved	Yes
Form	Defense Base Act Coverage Endorsement	Approved	Yes
Form	Employers Liability Coverage Endorsement	Approved	Yes
Form	Premium Computation Endorsement	Approved	Yes
Form	Extension of Notice of Cancellation Endorsement	Approved	Yes
Form	Migrant and Seasonal Agricultural Worker Protection Act Coverage Endorsement	Approved	Yes
Form	Notice and Knowledge of Occurrence Endorsement	Approved	Yes
Form	Volunteer Coverage - Excess Voluntary Compensation and Employers Liability Coverage	Approved	Yes
Form	Installment of Estimated Premium Endorsement	Approved	Yes
Form	Liberalization Clause Endorsement	Approved	Yes
Form	Designated Workplace Exclusion Endorsement	Approved	Yes
Form	Voluntary Compensation Maritime Coverage Endorsement	Approved	Yes

SERFF Tracking Number:	WESA-125380935	State:	Arkansas
Filing Company:	Arch Insurance Company	State Tracking Number:	#26149 \$50
Company Tracking Number:	ARCH-07-226		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0022 Other
Product Name:	Specific Excess Workers Compensation and Employers Liability		
Project Name/Number:	Submission of Revised EWC Forms/ARCH-07-226		

<b>Form</b>	Arkansas Amendatory Endorsement	Approved	Yes
-------------	---------------------------------	----------	-----

SERFF Tracking Number: WESA-125380935 State: Arkansas

Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50

Company Tracking Number: ARCH-07-226

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other

Product Name: Specific Excess Workers Compensation and Employers Liability

Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Specific Excess Workers' Compensation and Employers Liability Insurance Policy	00 GL0401 00	(01 08)	Policy/Coverage Form Replaced	Replaced Form #:0.00 00 GL0158 00 03 04 Previous Filing #:		XS WC Cov Form 00GL040100 0108.pdf
Approved	Specific Excess Workers' Compensation and Employers Liability Insurance Policy Declarations	05 GL0400 00	(01 08)	Declaration s/Schedule Replaced	Replaced Form #:0.00 05 GL0151 00 03 04 Previous Filing #:		XS WC Declarations 00GL040000 0108.pdf
Approved	Federal Employers' Liability Act Coverage Endorsement	00 GL0372 00	(01 08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 00 GL0148 00 03 04 Previous Filing #:		00GL037200 0108.pdf
Approved	Alternative Employer Endorsement	00 GL0373 00	(01 08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 00 GL0149 00 03 04 Previous Filing #:		00GL037300 0108.pdf
Approved	Executive Officers Exclusion Endorsement	00 GL0374 00	(01 08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 00 GL0155 00 03 04 Previous Filing #:		00GL037400 0108.pdf
Approved	Executive Officers Inclusion Endorsement	00 GL0375 00	(01 08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 00 GL0156 00 03 04 Previous Filing #:		00GL037500 0108.pdf
Approved	Martime Coverage Endorsement	00 GL0376 00	(01 08)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 00 GL0160 00 03 04		00GL037600 0108.pdf

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

				ons	Previous Filing #:	
Approved	Reinstatement	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0162 00 03 04	00GL037700 0108.pdf
	Endorsement	GL0377 00				
Approved	Policy	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0262 00 10 06	00GL037800 0108.pdf
	Cancellation	GL0378 00				
Approved	Aircraft Exclusion	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0263 00 10 06	00GL037900 0108.pdf
	Endorsement	GL0379 00				
Approved	Scheduled	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0264 00 10 06	00GL038000 0108.pdf
	Aircraft Coverage	GL0380 00				
Approved	Split Retained	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0265 00 10 06	00GL038100 0108.pdf
	Limit	GL0381 00				
Approved	Aircraft Limitation	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0266 00 10 06	00GL038200 0108.pdf
	Endorsement	GL0382 00				
Approved	Communicable	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0267 00 10 06	00GL038300 0108.pdf
	Disease	GL0383 00				
	Retrained Limit					
	and Limit of					
	Liability					
	Endorsement					
Approved	Specific	00	(01 08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0268 00 10 06	00GL038400 0108.pdf
	Communicable	GL0384 00				
	Disease					
	Retrained Limit					
	and Limit of					
	Liability					
	Endorsement					

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

Approved	State(s)	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL038500
	Coverage	GL0385		nt/Amendm	00 GL0269 00 10	0108.pdf
	Endorsement	00		ent/Condi	06	
				ons	Previous Filing #:	
Approved	Losses	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL038600
	Redefined to	GL0386		nt/Amendm	00 GL0270 00 10	0108.pdf
	Include Allocated	00		ent/Condi	06	
	Loss Adjustment			ons	Previous Filing #:	
	Expenses					
	Endorsement					
Approved	Longshore and	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL038700
	Harbor Workers'	GL0387		nt/Amendm	00 GL0271 00 10	0108.pdf
	Compensation	00		ent/Condi	06	
	Act Coverage			ons	Previous Filing #:	
	Endorsement					
	(State Benefits)					
Approved	Longshore and	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL038800
	Harbor Workers'	GL0388		nt/Amendm	00 GL0272 00 10	0108.pdf
	Compensation	00		ent/Condi	06	
	Act Coverage			ons	Previous Filing #:	
	Endorsement					
	(Specific					
	Benefits)					
Approved	Named Insured	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL038900
	Addition	GL0389		nt/Amendm	00 GL0278 00 10	0108.pdf
	Endorsement	00		ent/Condi	06	
				ons	Previous Filing #:	
Approved	Named Insured	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL039000
	Deletion	GL0390		nt/Amendm	00 GL0279 00 10	0108.pdf
	Endorsement	00		ent/Condi	06	
				ons	Previous Filing #:	
Approved	Association	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL039100
	Endorsement	GL0391		nt/Amendm	00 GL0280 00 10	1006.pdf
		00		ent/Condi	06	
				ons	Previous Filing #:	
Approved	Policy Change	00	(01 08)	Endorsement Replaced	Replaced Form #:0.00	00GL039200
	Endorsement	GL0392		nt/Amendm	00 GL0282 00 10	0108.pdf
		00		ent/Condi	06	

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

				ons	Previous Filing #:	
Approved	Foreign Voluntary00 Compensation GL0393 and Employers 00 Liability and Repatriation Coverage Endorsement	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0284 00 10 06 Previous Filing #:	00GL039300 0108.pdf	
Approved	Declarations 00 Page Change GL0394 Endorsement 00	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0293 00 10 06 Previous Filing #:	00GL039400 0108.pdf	
Approved	Endemic 00 Diseases GL0395 Endorsement 00	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0154 00 03 04 Previous Filing #:	00GL039500 0108.pdf	
Approved	Wrap-Up 00 Exclusion GL0396 Endorsement 00	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0170 00 03 04 Previous Filing #:	00GL039600 0108.pdf	
Approved	Defense Base 00 Act Coverage GL0397 Endorsement 00	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0152 00 03 04 Previous Filing #:	00GL039700 0108.pdf	
Approved	Employers 00 Liability CoverageGL0399 Endorsement 00	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0153 00 03 04 Previous Filing #:	00GL039900 0108.pdf	
Approved	Premium 00 Computation GL0402 Endorsemnt 00	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0291 00 03 04 Previous Filing #:	00GL040200 0108.pdf	
Approved	Extension of 00 Notice of GL0371 Cancellation 00 Endorsement	(01 08)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 00 GL0292 00 10 06 Previous Filing #:	00GL037100 0108.pdf	
Approved	Migrant and 00 Seasonal GL0365	(01 08)	Endorseme New nt/Amendm	0.00	00GL036500 0108.pdf	

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

	Agricultural Worker Protection Act Coverage Endorsement	00		ent/Condi tions		
Approved	Notice and Knowledge of Occurrence Endorsement	00 GL0364 00	(01 08)	Endorseme New nt/Amendm ent/Condi tions	0.00	00GL036400 0108.pdf
Approved	Volunteer Coverage - Excess Voluntary Compensation and Employers Liability Coverage	00 GL0368 00	(01 08)	Endorseme New nt/Amendm ent/Condi tions	0.00	00GL036800 0108.pdf
Approved	Installment of Estimated Premium Endorsement	00 GL0370 00	(01 08)	Endorseme New nt/Amendm ent/Condi tions	0.00	00GL037000 0108.pdf
Approved	Liberalization Clause Endorsement	00 GL0366 00	(01 08)	Endorseme New nt/Amendm ent/Condi tions	0.00	00GL036600 0108.pdf
Approved	Designated Workplace Exclusion Endorsement	00 GL0367 00	(01 08)	Endorseme New nt/Amendm ent/Condi tions	0.00	00GL036700 0108.pdf
Approved	Voluntary Compensation Maritime Coverage Endorsement	00 GL0369 00	(01 08)	Endorseme New nt/Amendm ent/Condi tions	0.00	00GL036900 0108.pdf
Approved	Arkansas Amendatory Endorsement	00 GL0403 04	(01 08)	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 00 GL0302 04 11 06 Previous Filing #:	AR 00GL040304 0108.pdf



## **SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

### **GENERAL SECTION**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to the insurance company shown in the Declarations Page.

Other words and phrases that appear in quotation marks have special meaning. Refer to **PART FIVE - DEFINITIONS**.

#### **A. The Policy**

This policy includes at its effective date the Declarations Page, this coverage form and all endorsements and schedules listed. It is a contract between you and us. The terms of this policy may not be changed or waived except by endorsement issued by us to become a part of the policy.

#### **B. Who Is Insured**

You are insured if:

1. You are the employer named in Item 1 of the Declarations Page.
2. The employer named in Item 1 of the Declarations Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, you are an insured, but only in your capacity as an employer of the employees in the partnership or joint venture;
3. You are a subsidiary, division or an affiliated company, as hereafter may be constituted, you are an insured, provided, however, that:
  - a. We are notified in writing within thirty (30) days of your becoming a subsidiary, division or an affiliated company;
  - b. We consent in writing to your being an insured hereunder; and
  - c. At least a 51% majority interest in you is owned or controlled by an employer named in Item 1 of the Declarations Page.
4. You are a business entity over which an employer named in Item 1 of the Declarations Page has day-to-day management control.

#### **C. Qualified Self-Insurer**

By acceptance of this policy, you represent that you are a qualified self-insurer under the "Workers Compensation Law" of each of the "state(s)" listed in Item 3 of the Declarations Page, and that you will continue to maintain such qualifications during the term that this policy is in effect. Your status as a qualified self-insurer is a condition precedent to coverage. If you are not a duly qualified self-insurer at the date the "bodily injury" covered under this policy occurs no coverage will be afforded under this policy. To the extent that we make any payments with respect to the "bodily injury" covered under this policy that occurred when you were not a qualified self-insurer, you will promptly fully reimburse us for such payments.

## **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE**

### **A. How this Insurance Applies**

This Excess Workers Compensation Insurance applies to “bodily injury” provided that the:

1. “Bodily injury by accident” occurs during the “policy period”; and
2. “Bodily injury by disease” must be caused by or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such “bodily injury by disease” must occur during the “policy period”.

### **B. We Will Reimburse**

You are responsible for all benefit payments required by “Workers Compensation Law”. We will reimburse you for the amount of benefits actually paid by you as a qualified self-insurer under the “Workers Compensation Law”, that is excess of Your Retained Limit stated in Item 5 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

### **C. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Payments in excess of any benefits or awards typically provided by the “Workers Compensation Law”, including payments required because:
  - a. Of your serious and willful misconduct;
  - b. You knowingly employ an employee in violation of law;
  - c. You fail to comply with a health or safety law or regulation; however, this does not apply to recommendations promulgated by the Joint Commission for Accreditation of Healthcare.
  - d. Of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
2. Payments of fines or penalties imposed for violation of law whether “state” or federal;
3. Payments of any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654), the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen’s compensation law or other federal occupational disease law; or

You are also responsible for payments arising out of operations:

- a. Which you insure with an insurance carrier or for which you are required to purchase a Workers Compensation or Employers Liability Policy;
- b. For which you have formally rejected or opted out of any "Workers Compensation Law"; or
- c. For any benefit payments on domestic employment unless required by law.

## **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**

### **A. How This Insurance Applies**

This Excess Employers Liability Insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

1. "Bodily injury" arises out of and in the course of the injured employee's employment by you;
2. Employment is necessary or incidental to work conducted by you in a "state" listed in Item 3 of the Declarations Page;
3. "Bodily injury by accident" occurs during the "policy period";
4. Injured employee normally is employed in a "state" listed in Item 3 of the Declarations Page; and
5. "Bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

This insurance will only apply if the original suit and any related legal actions for damages for "bodily injury by accident" or "bodily injury by disease" are brought in the United States of America, its territories or possessions or Canada.

### **B. We Will Reimburse**

You are responsible for all "loss" payments covered under **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** of the policy. We will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page.

The "loss" we will reimburse, where recovery is permitted by law, includes "loss":

1. For care and loss of services;
2. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee; and
3. For consequential "bodily injury" to a spouse, child, parent, sister, or brother of the injured employee;

provided that these "losses" are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by you; and

4. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

**C. Excess Stop Gap Insurance**

If it is determined by the State Workers Compensation Board or the regulatory authority, that any employee of yours, who is reported and declared under the workers compensation law(s) of the state(s) of North Dakota, Ohio, Washington, West Virginia, Wyoming, Puerto Rico, any territories or possessions of the United States, and any of the provinces of Canada, sustains "bodily injury by accident" or "bodily injury by disease" in the course of his/her employment by you, but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then we will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page. You are responsible for all "loss" payments covered under **Excess Stop Gap Insurance**.

In addition to the Exclusions – Payments You Must Make described in D. below, this insurance shall not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any premium assessment, penalty, fine or other obligation imposed by any workers compensation law;
2. "Bodily injury" suffered or caused by any person knowingly employed by you in violation of any law as to age, or under the age of 14 years, regardless of such law;
3. "Bodily injury" suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which the premium for this policy is based; or
4. Any claim for "bodily injury" with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium payment under, or any other failure to comply with, the provisions of the workers compensation law or laws of the states named above.

**D. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Liability assumed by any contract or agreement;
2. Punitive or exemplary damages and fines arising out of:
  - a. Any "bodily injury" to any employee employed in violation of the law; or
  - b. Any "bodily injury" intentionally caused or aggravated by you;
3. For which insurance liability is prohibited by law, or is contrary to public policy;
4. "Bodily injury" to an employee employed in violation of the law with your actual knowledge or acquiescence;
5. "Bodily injury" intentionally caused or aggravated by you;

6. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
7. "Bodily injury" occurring outside the United States of America, its territories or possessions and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.
8. Any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers' Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen's compensation law or other federal occupational disease law;
9. For which you have formally rejected or opted out of any "Workers Compensation Law";
10. Arising out of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
11. Fines or penalties imposed for violation of law whether "state" or federal; or
12. "Bodily injury" arising out of termination of employment.

### **PART THREE – OTHER STATES INSURANCE**

If you begin work after the effective date of this policy in any state, any territory or possession of the United States or any province of Canada, for which you are not insured, or are not a qualified self-insured for such work, this insurance will apply as though that state were listed in Item 3 of the Declarations Page, and will apply in excess of Your Retained Limit listed in Item 5 of the Declarations Page, but only if you notify us in writing within ninety (90) days from the date you begin such work.

Moreover, the coverage provided under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** includes "loss" paid by you as required by the workers or workmen's compensation law of a "state" not listed in Item 3 of the Declarations Page provided the:

1. Injured employee was working within the scope of his employment, at your direction;
2. Injured employee was regularly employed in a "state" listed in Item 3 of the Declarations Page;
3. Work in the other "state" was incidental to work in a "state" listed in Item 3 of the Declarations Page; and
4. Work in the other "state" was temporary and transitory.

## **PART FOUR - VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

### **A. How This Insurance Applies**

This insurance applies to “bodily injury by accident” or “bodily injury by disease” provided that the:

1. “Bodily injury” must be sustained by an employee included in the group of employees described in Item 3 of the Declarations Page.
2. “Bodily injury” must arise out of and in the course of employment necessary or incidental to work in a “state” listed in Item 3 of the Declarations Page.
3. “Bodily injury” must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. “Bodily injury by accident” must occur during the “policy period”.
5. “Bodily injury by disease” must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such “bodily injury by disease” must occur during the “policy period”.

### **B. We Will Reimburse**

We will reimburse you for the amount equal to the benefit that is excess of Your Retained Limit stated in Item 5 of the Declarations Page that would be required of you if you and your employee(s) described in Item 3 of the Declarations Page were subject to the “Workers Compensation Laws” of the state(s) of employment listed in Item 3 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

### **C. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
2. “Bodily injury” intentionally caused or aggravated by you.

### **D. Our Reimbursement**

Before we will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit, the claimants must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us the claimant’s right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right of recovery from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

## **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

## **F. Employers Liability Insurance**

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** applies to “bodily injury” provided under this Part as though the “state” of employment were shown in Item 3, subject to Your Retained Limit indicated in Item 5 of the Declarations Page.

Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declarations Page.

## **PART FIVE – DEFINITIONS**

**A.** “Allocated loss adjustment expenses” means the following costs which can be directly allocated to a particular claim:

1. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling “losses”. These expenses include:
  - a. Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, pharmacy charges, medical equipment charges, medical or vocational rehabilitation vendor bills or physical therapy bills.
  - b. Hospital and other treatment utilization reviews.
  - c. Preferred provider network expenses.
  - d. Medical fee review panel expenses.
2. Fees of attorney or authorized representatives where permitted for legal services.
3. Court, Alternative Dispute Resolution and other specific items of expense such as:
  - a. Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
  - b. Autopsy;
  - c. Witnesses and summonses;
  - d. Copies of documents and records such as birth and death certificates, and medical treatment records;
  - e. Arbitration fees;
  - f. Surveillance;
  - g. Interest as required by law on awards or judgments; and
  - h. Appeal bonds costs and appeal filing fees.

4. Expenses which are not defined as “losses” and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

However, “allocated loss adjustment expenses” do not include:

1. Salaries, overhead and traveling expenses of your employees or employees of any claim service company, except for employees while doing activities previously listed as “allocated loss adjustment expenses.”
  2. Fees paid to independent claims professionals or attorneys (hired to perform the functions of claim investigation usually handled by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including the evaluation and settlement of covered claims.
  3. Expenses which are identified as either an indemnity or medical loss.
- B.** “Bodily injury” means “bodily injury by accident” and “bodily injury by disease”.
- C.** “Bodily injury by accident” means an event or circumstance, other than “bodily injury by disease”, which is unexpected and unintended from your standpoint and results in injury or impairment to bodily or mental function. The contraction of disease is not an accident within the meaning of the word accident in the term “bodily injury by accident” and only such disease as results directly from “bodily injury by accident” is included within the term “bodily injury by accident”. “Bodily injury by accident” includes resulting death. With respect to **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**, assault and battery shall be deemed an accident unless committed by or at your direction.
- D.** “Bodily injury by disease” means an illness or sickness, other than “bodily injury by accident”, resulting in injury or impairment to the body or mental functions. “Bodily injury by disease” includes resulting death. The term “bodily injury by disease” is not included within the term “bodily injury by accident”.
- E.** “Loss(es)” means any payments for benefits required to be paid by you under the “Workers Compensation Law” or any payments for damages arising out of “bodily injury by accident” or “bodily injury by disease” covered either by **PART ONE** or **PART TWO** of this policy. “Loss(es)” does not include “allocated loss adjustment expenses”.
- F.** “Policy period” means the period shown in the Declarations Page. This policy will remain in full effect during the period, unless cancelled as provided in **PART NINE - CONDITIONS**, Condition **K**. of this policy.
- G.** “State(s)” means any state(s) of the United States of America and the District of Columbia.
- H.** “Workers Compensation Law” means the workers or workmen’s compensation law and occupational disease law of the “states” named in Item 3 of the Declarations Page. “Workers Compensation Law” includes any amendments of that law which are in effect during the “policy period”. “Workers Compensation Law” does not include provisions of any law that provides non-occupational disability benefits.

## **PART SIX -YOUR RETAINED LIMIT – OUR LIMIT OF LIABILITY**

### **How Your Retained Limit and Our Limit of Liability Apply**

Our liability to reimburse for “loss” is limited to the amounts shown in Item 6 of the Declarations Page. These limits apply as explained below.

Regardless of the number of insureds covered by this policy, the number of people who sustain injury or the number of claims made or suits brought, Our Limit of Liability will be for “loss” in excess of Your Retained Limit as stated in Item 5 of the Declarations Page, only up to, but not exceeding, Our Limit of Liability for **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** as stated in Items 6 A. of the Declarations Page and for **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** as stated in 6 B. of the Declarations Page.

Your Retained Limit and Our Limit of Liability stated in the Declarations apply to “losses” paid by you as a qualified self-insurer of Workers Compensation and Employers Liability, and incidental claims paid under **PART THREE - OTHER STATES INSURANCE** as follows:

1. To one or more employees because of “bodily injury by accident”.
2. To any one employee for “bodily injury by disease”.

Our Limit of Liability as stated in 1. and 2. above apply separately to **PART ONE** and **PART TWO** of this policy.

Your Retained Limit as stated in 1. and 2. above applies to **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** and **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** of this policy combined. Your Retained Limit does not include any amount paid as benefits or damages which would be excluded under this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Your Retained Limit or Our Limit of Liability.

If a Limit of Liability is shown in Item 6 B. of the Declarations Page for Our Limit of Liability – Aggregate, such amount will be the maximum amount we will reimburse under **PART TWO** of this policy for all “losses” covered under **PART TWO** of this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Our Limit of Liability - Aggregate.

## **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES**

We will reimburse you for a portion of the “allocated loss adjustment expenses” incurred by you with respect to a covered claim. The amount of your reimbursement will be the percentage of your “allocated loss adjustment expenses” determined by the ratio that the amount of “loss” paid by us bears to the total amount of the “loss”. Such payments to reimburse you for “allocated loss adjustment expenses” are included in and are not in addition to Our Limit of Liability.

Notwithstanding the above, we have no duty to defend any claim or suit. We do, however, have the right to join in the defense, trial, or hearing of any claim or suit if we believe the claim or suit may create an obligation for us to reimburse you under the terms of this policy. If we avail ourselves of this right, we will pay any expense we incur.

## PART EIGHT – PREMIUMS

### A. Premium

The premium listed in Item 4 of the Declarations Page is due and payable on the effective date of the policy or as identified in a premium payment schedule that has been agreed to by you and us. This premium is an estimated premium and it is subject to adjustment, according to the terms of a premium schedule, agreement, or other endorsement attached to this policy. You will pay the premium even if part or all of a "Workers Compensation Law" is not valid.

### B. Deposit Premium

At the beginning of the "policy period" you must pay us the deposit premium shown in Item 4 of the Declarations Page. At the end of the "policy period":

1. you will owe us the amount by which the final premium is greater than the deposit premium; or
2. we will owe you the amount by which the deposit premium is greater than the final premium; but in any event, we shall retain the policy Minimum Premium as stated in Item 4 of the Declarations Page.

### C. Final Premium

The deposit premium shown in Item 4 of the Declarations Page is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis which includes payroll and all other remuneration paid or payable during the "policy period" for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

If this policy is cancelled, final premium will be determined in the following way:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 4 of the Declarations Page.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final Premium will not be less than the short rate share of the Minimum Premium shown in Item 4 of the Declarations Page.

## **PART NINE – CONDITIONS**

### **A. Notice of an Accident**

1. You must give us written notice as soon as possible if an injury to your employee occurs involving:
  - a. Quadriplegia;
  - b. Paraplegia;
  - c. A fatality;
  - d. A major extremity or multiple minor extremity amputation;
  - e. Partial or total blindness;
  - f. Any serious head injury including but not limited to brain or brain stem injury, or unconsciousness exceeding 24 hours;
  - g. Asbestosis, mesothelioma, silicosis or any other such disease or condition.
  - h. Second or third degree burns over 25 percent or more of the body;
  - i. Any disability where it appears reasonably likely that there will be a disability greater than one year.
  - j. Any accident which causes serious injury to two or more employees.
2. You must also give us prompt written notice if any of the following occurs:
  - a. Any claim or action is commenced against you which exceeds or is likely to exceed 50% of Your Retained Limit shown on the Declarations Page.
  - b. Any disability claims whether or not contested by you where it appears reasonably likely that such disability will exceed one year in duration or where such disability actually exceeds one year in duration; or
  - c. A claim is re-opened in which further award might involve Our Limit of Liability.
3. Notice should include all notices of injury you receive, as well as the demand and legal papers related to the injury, claim proceeding or suit.
4. You must also:
  - a. Cooperate and assist us, as we may request, in the investigation, settlement, or defense of any claim proceeding or suit.
  - b. You or your designated representative must be diligent and exercise prudence and good faith in the investigation, defense and settlement of all claims, suits or proceedings. You or your representative may not unreasonably refuse to settle any claim which, in the exercise of sound judgment, should be settled. However, you or your designated representative must not make or agree to any settlement on a lump sum basis or which would involve indemnity by us without our prior approval.

- c. Do nothing after an injury or death occurs that would interfere with our right to recover from others.

## **B. Loss Payable**

We will reimburse you the amount of "loss" in excess of Your Retained Limit for which we may be liable under this policy. We will reimburse you at such time as:

1. Under **PART ONE**, you shall become legally obligated to pay a "loss" and have paid that part of such "loss" which falls within Your Retained Limit.
2. Under **PART TWO**, you have become legally obligated to pay a "loss" as a result of any settlement or judgment, and have paid that part of such "loss" which falls within Your Retained limit.

## **C. Appeals**

If you or any other insurer elects to appeal a judgment or award, we will not pay any costs or interests incidental to the appeal. We have the right to pursue an appeal at our own cost and expense. If we decide to appeal, our liability on such an award or judgment will not exceed Our Limit of Liability in Item 6 of the Declarations Page, plus the costs, disbursement and interest related to such appeal. Regardless of who elects to appeal, any amounts recovered will be applied as follows:

1. First, to our costs and expenses in pursuing the appeal;
2. Second, to reimburse any interest (including your interest) that may have paid any amounts in excess of our liability under the policy;
3. Then, to reimburse us for all amounts paid under the policy, and
4. Lastly, to reimburse all other interest (including your interest), with respect to the residual, if any.

## **D. Subrogation – Recovery From Others**

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery and the rights of recovery of any person entitled to benefits under this policy against any person or organization. You must do nothing after a "bodily injury" to impair these rights. At our request you will bring suit or transfer those rights to us and help us enforce them. Regardless of who recovers, the amount of recovery will be applied as follows:

1. First, to reimburse any interests, (including your interest) that may have paid any amounts in excess of Our Limit of Liability on this policy.
2. Then to reimburse us for all amounts paid under the policy.
3. Finally, the remainder, if any, to reimburse all other interests (including your interest).

When we have elected to participate in the exercise of your right of recovery, reasonable expenses that result will be apportioned among all interests in the ratio of their respective recoveries.

If there should be no recovery as a result of proceedings brought solely at our request, we will bear the entire expense of such proceedings.

In the event of any payment under this policy for a "loss" for which you have waived the right of recovery in a written contract entered into prior to the "bodily injury" covered under this policy, we hereby agree to also waive our right of recovery but only with respect to such "loss".

**E. Inspection**

We have the right, but no obligation, to inspect your operations and workplaces. These inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions found during these inspections. While these may help reduce "losses", we do not undertake to perform the duty of any person to provide for the health and safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with the regulations, laws, codes, or standards.

**F. Records and Audits**

1. You must keep records of information needed to compute premium. You will provide any copies of these records upon demand by us.
2. We have the right, but not obligation, to examine or audit all of your records that relate to this policy. These records include ledgers, journals, vouchers, contracts, tax reports, payroll and disbursement records. This includes any programs for the storing and retrieving of the data contained by these aforementioned records. Information developed by the audit will be used to determine final premium.
3. We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

**G. Bankruptcy or Insolvency**

Your default or bankruptcy will not relieve us of our duties under this insurance after an injury has occurred. After Your Retained Limit has been satisfied, payments due under this policy will be made as if you had not become bankrupt or insolvent. In no case will these payments exceed either Our Limit of Liability or Our Limits of Liability – Aggregate as set forth in the Declarations.

**H. Assignment**

An assignment of your rights or duties under this policy will not be valid without our express written consent.

**I. Sole Representative**

The insured first named in Item 1 of the Declarations Page is authorized to act on behalf of all insureds under this policy with respect to the giving or receiving notice of cancellation, receiving refunds, and agreeing to any changes in this policy.

**J. Action Against Us**

There is no right of action against us by any person or organization to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you; or
2. Sue us unless all of this policy's terms have been complied with.

**K. Cancellation or Non-Renewal**

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The "policy period" will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.
5. If we choose not to renew we will provide you with thirty (30) days advance notice prior to the effective date of non-renewal.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**L. Responsibility for Your Retained Limit**

This insurance will not take the place of your obligation to pay any amount within the applicable retained limit, whether or not such obligation becomes invalid, suspended, unenforceable or uncollectible for any reason, including bankruptcy or insolvency.

The entire risk of such invalidity, suspension, unenforceability or uncollectability is retained by you and your obligees, not by us.

**M. Representation**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based on the representations you made to us; and
3. We have issued this policy in reliance upon your representation.

**N. Cooperation**

You shall give us such information and cooperation as we may reasonably require.

**O. Other Insurance**

If any other excess insurance, reinsurance or indemnity exists protecting you against "loss" covered by this policy, the insurance afforded by this policy shall apply in excess of such other excess insurance, reinsurance or indemnity.

**P. Unintentional Errors and Omissions**

Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the "policy period".

**Q. Omnibus Reconciliation Act Government Access Clause**

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that this policy is a contractor described in Section 1861 of the Social Security Act, 42 USC Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

  
**Arch**  
Insurance Group®  
**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
3100 Broadway, Suite 511  
Kansas City, MO 64111

Administrative Address:  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Tel: (800) 817-3252

**SPECIFIC EXCESS WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE POLICY  
DECLARATIONS**

**Policy Number:**

<b>Item 1: Named Insured:</b> <b>Address:</b>				
<b>Producer Name:</b> <b>Address:</b>				
<b>Item 2: Policy Period:</b>	<b>Inception Date:</b>		<b>Expiration Date:</b>	

at 12:01 A.M. Standard Time at your mailing address as shown in Item 1 above.

**Item 3: This insurance applies to the Workers Compensation and Occupational Disease Laws of the following states:**

**Item 4: Premiums**  
Estimated Total Annual Remuneration: \$  
Rate per \$100 of Remuneration:  
Deposit Premium: \$  
(Terrorism Premium Included In Policy Premium ): \$  
Minimum Premium: \$

**Item 5: Your Retained Limit**

Part One – Excess Workers Compensation Insurance and Part Two- Excess Employers Liability Insurance:

Your Retained Limit of Liability – Each Accident	\$
Your Retained Limit of Liability – Disease, Each Employee	\$

**Item 6: Our Limit of Liability**

A. Part One – Excess Workers Compensation Insurance:

Our Limit of Liability – Each Accident \$

Our Limit of Liability – Disease, Each Employee \$

B. Part Two – Excess Employers Liability Insurance:

Our Limit of Liability - Each Accident \$

Our Limit of Liability - Disease, Each Employee \$

Our Limit of Liability - Aggregate \$

Policy Forms and Endorsements: See Schedule of Endorsements Forming a Part of this Policy

In Witness, Whereof, the company has caused this Policy to be signed by its President and Secretary, but the same shall not be binding unless signed on the Declarations Page by a duly authorized representative of the Company.

Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



\_\_\_\_\_  
Martin J. Nilsen  
Secretary



\_\_\_\_\_  
Mark D. Lyons  
President

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Under **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**, Section **D. Exclusion 8.** is amended as follows:

Reference to the Federal Employers' Liability Act (45 USC Sections 51-60) is deleted. However, this deletion only applies to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) taking place in the "states" listed in the Schedule below.

**SCHEDULE**

**State(s):**

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**SCHEDULE**

A. Alternate Employer:  
Address

B. State of Special or Temporary Employment:

C. Contract or Project:

The following changes to the policy apply to the coverage afforded by this endorsement:

1. This endorsement applies only with respect to "bodily injury" to your employees while in the course of special or temporary employment by the Alternate Employer named in Item A. while in the "state" named in Item B. of the above Schedule.
2. **PART ONE** and **PART TWO** of this policy will apply as though the Alternate Employer is insured. If an entry is shown in Item C. of the above Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule above.
3. Under **PART ONE** of this policy, you will reimburse the Alternate Employer for the benefits required by the "Workers Compensation Law" if you are not permitted to pay the benefits directly to the persons entitled to them. We will indemnify you for that amount of benefits actually paid to the Alternate Employer or directly to the persons entitled to them in excess of Your Retained Limit, but not more than Our Limit of Liability.
4. The coverage afforded by this endorsement is not intended to satisfy the Alternate Employer's duty to secure its obligations under any workers compensation law. We will not file evidence of this insurance on behalf of the Alternate Employer with any government agency.
5. We will not ask any other insurer of the Alternate Employer to share a "loss" covered by this endorsement.
6. Premium will be charged for your employees while in the course of special or temporary employment by the Alternate Employer.
7. This policy may be cancelled according to its terms without sending notice to the Alternate Employer.
8. The Alternate Employer will recognize our right to inspect according to Condition **E. of PART NINE – CONDITIONS**. Also, Condition **A. Notice of an Accident** in **PART NINE** applies to you and the Alternate Employer. The Alternate Employer also will recognize our right to defend as described in **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES** of the policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

00 GL0373 00 (01 08)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXECUTIVE OFFICER(S) EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This policy does not cover "bodily injury" to any executive officer(s) described in the Schedule. The premium basis for the policy does not include the remuneration of such executive officer(s). You will reimburse us for any payment we must make because of "bodily injury" to such executive officer(s).

**SCHEDULE**

**Name of Executive Officer(s):**

**Titles:**

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXECUTIVE OFFICER(S) INCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This policy covers "bodily injury" to the executive officer(s) who specifically do not require coverage under the "Workers Compensation Law" of the "State(s)" listed below, but have elected to be insured and are described in the Schedule.

The premium basis for the policy includes the remuneration of such executive officer(s).

**SCHEDULE**

<b>Name of Executive Officer(s):</b>	<b>Titles:</b>	<b>State(s):</b>
--------------------------------------	----------------	------------------

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MARITIME COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**EXCESS MARITIME COVERAGE SCHEDULE**

1. Description of work:
2. Transportation, Wages, Maintenance and Cure Premium \$ \_\_\_\_\_
3. The Declarations Page is amended to include the following:

**Under Item 5: Your Retained Limit**

Your Retained Limit of Liability - Each Accident (Excess Maritime Coverage-Part Two) \$ \_\_\_\_\_

Your Retained Limit of Liability -Disease, Each Employee (Excess Maritime Coverage-Part Two)  
\$ \_\_\_\_\_

**Under Item 6 B: Our Limit of Liability**

Our Limit of Liability - Each Accident (Excess Maritime Coverage-Part Two) \$ \_\_\_\_\_

Our Limit of Liability - Disease, Aggregate (Excess Maritime Coverage-Part Two) \$ \_\_\_\_\_

Our Limit of Liability - Disease, Aggregate applies separately to "bodily injury by disease" arising out of work in each "state" shown in Item 3 of the Declarations Page. "Bodily injury by disease" will be deemed to occur in the "state" of the vessel's home port.

This endorsement changes how insurance provided by **PART TWO-EXCESS EMPLOYERS LIABILITY INSURANCE** applies to "bodily injury" to a master or member of the crew of a vessel. With respect to the coverage provided by this endorsement, the insurance afforded under **PART TWO-EXCESS EMPLOYERS LIABILITY INSURANCE** applies to "bodily injury" to a master or member of the crew of a vessel subject to the following additional provisions.

- I. **How This Insurance Applies** under **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE** is replaced by the following.

A. How This Insurance Applies

This insurance applies to "bodily injury by accident" or to "bodily injury by disease" provided that:

1. The "bodily injury" arises out of and in the course of the injured employee's employment by you;
2. The employment is necessary or incidental to work described in Item 1 of the **EXCESS MARITIME COVERAGE SCHEDULE** above;
3. The "bodily injury by accident" occurs during the "policy period";

4. The "bodily injury by accident" or "bodily injury by disease" must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii, or Canada;
  5. The "bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period"; and
  6. If you are sued, the original suit and any related legal actions for damages for "bodily injury by accident" or "bodily injury by disease" must be brought in the United States of America, its territories or possessions or Canada.
- II. Under **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, Section **D. Exclusion 8.** does not apply to work described in Item 1 of the **EXCESS MARITIME COVERAGE SCHEDULE** above which is subject to the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended).
- III. The following Exclusions are added to Section **D. – Exclusions-Payments You Must Make**, under **PART TWO-EXCESS EMPLOYERS LIABILITY INSURANCE**:
13. "Bodily injury" covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause or any similar clause.
  14. Your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the **EXCESS MARITIME COVERAGE SCHEDULE** above.
- IV. **PART SIX – YOUR RETAINED LIMIT – OUR LIMIT OF LIABILITY** is amended by the following:
- Our liability to reimburse for "loss" covered under this endorsement is limited to the amounts **under Item 6 B: Our Limit of Liability** shown in the **EXCESS MARITIME COVERAGE SCHEDULE** above.
- Our Limit of Liability will be for "loss" in excess of Your Retained Limit as stated **under Item 5: Your Retained Limit** in the **EXCESS MARITIME COVERAGE SCHEDULE** above.
- Your Retained Limit and Our Limit of Liability stated in the **EXCESS MARITIME COVERAGE SCHEDULE** above apply to "losses" paid by you as follows:
1. To one or more employees because of "bodily injury by accident".
  2. To one or more employees for "bodily injury by disease". Our Limit of Liability - Disease, Aggregate applies separately to "bodily injury by disease" arising out of work in each "state" shown in Item 3 of the Declarations Page. "Bodily injury by disease" will be deemed to occur in the "state" of the vessel's home port.
- We will not pay any claims for damages after we have paid the applicable limits of our liability under this insurance.
- If a limit is shown in Item 6 B. of the Declarations Page for Our Limit of Liability - Aggregate, the maximum amount we will reimburse under **PART TWO** of this policy for all "losses", including "loss" covered under this endorsement, is as stated in Item 6 B. of the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REINSTATEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

The policy, to which this endorsement is attached, having been terminated in accordance with its provisions by the insurance company as of \_\_\_\_\_ is hereby reinstated in full force.

If a filing(s) have been made on our behalf with any governmental authority, such filing(s) are reinstated.

This reinstatement is granted on your assurance that no "loss" covered under said policy or filing(s) has occurred subsequent to the date of cancellation.

This reinstatement does not reinstate or increase the Our Limit of Liability.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In accordance with the provisions of **PART NINE – CONDITIONS**, Condition **K. Cancellation or Non-Renewal**, Policy Number \_\_\_\_\_ is cancelled effective \_\_\_\_\_ 12:01 A.M. Standard Time. We shall not be liable for the reimbursement of any benefits, "loss" payments or any expenses that arise out of "bodily injury" that occurs after the effective date of the cancellation date shown above.

Your return premium is \$ \_\_\_\_\_.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AIRCRAFT EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This insurance does not cover, nor is Your Retained Limit satisfied by, any payments for "bodily injury" sustained by any employee while entering into, alighting from, or riding in any aircraft owned, leased or chartered by you or operated by your employees.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED AIRCRAFT COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that this policy does not apply to "bodily injury" sustained by any employee while entering into, alighting from, or riding in any aircraft owned, leased or chartered by you or operated by your employees. This exclusion does not apply to the aircraft shown in the SCHEDULE below or a replacement for such aircraft.

SCHEDULE

Aircraft:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPLIT RETAINED LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that Your Retained Limit stated in Item 5. of the Declarations Page is deleted in its entirety and replaced by the following:

<b>Item 5: Your Retained Limit</b>  <b>Part One – Excess Workers Compensation Insurance and Part Two- Excess Employers Liability Insurance</b>  Your Retained Limit of Liability – \$ Each Accident  Your Retained Limit of Liability – \$ Disease, Each Employee	<b><u>State(s)/NCCI Code</u></b>
---	----------------------------------

<b>Item 5: Your Retained Limit</b>  <b>Part One – Excess Workers Compensation Insurance and Part Two- Excess Employers Liability Insurance</b>  Your Retained Limit of Liability – \$ Each Accident  Your Retained Limit of Liability – \$ Disease, Each Employee	<b><u>State(s)/NCCI Code</u></b>
---	----------------------------------

<b>Item 5: Your Retained Limit</b>  <b>Part One – Excess Workers Compensation Insurance and Part Two- Excess Employers Liability Insurance</b>  Your Retained Limit of Liability – \$ Each Accident  Your Retained Limit of Liability – \$ Disease, Each Employee	<b><u>State(s)/NCCI Code</u></b>
---	----------------------------------

<b>Item 5: Your Retained Limit</b>  <b>Part One – Excess Workers Compensation Insurance and Part Two- Excess Employers Liability Insurance</b>  Your Retained Limit of Liability – \$ Each Accident  Your Retained Limit of Liability – \$ Disease, Each Employee	<u><b>State(s)/NCCI Code</b></u>
---	----------------------------------

<b>Item 5: Your Retained Limit</b>  <b>Part One – Excess Workers Compensation Insurance and Part Two- Excess Employers Liability Insurance</b>  Your Retained Limit of Liability – \$ Each Accident  Your Retained Limit of Liability – \$ Disease, Each Employee	<u><b>State(s)/NCCI Code</b></u>
---	----------------------------------

<b>Item 5: Your Retained Limit</b>  <b>Part One – Excess Workers Compensation Insurance and Part Two- Excess Employers Liability Insurance</b>  Your Retained Limit of Liability – \$ Each Accident  Your Retained Limit of Liability – \$ Disease, Each Employee	<u><b>State(s)/NCCI Code</b></u>
---	----------------------------------

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AIRCRAFT LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that reimbursement by us that is excess of Your Retained Limit stated in 5 of the Declarations Page with respect to "bodily injury" sustained by any employee while entering into, alighting from, or riding in any aircraft owned, leased or chartered by you or operated by your employees shall not exceed Our Limit of Liability of . Our Limit of Liability applies as follows:

To one or more employees because of "bodily injury by accident"; and

To any one employee for "bodily injury by disease".

Our Limit of Liability described above is subject to Our Limit of Liability – Aggregate, if applicable and as stated in Item 6 B of the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMUNICABLE DISEASE RETAINED LIMIT AND LIMIT OF LIABILITY  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

- A. **PART SIX – YOUR RETAINED LIMIT - OUR LIMIT OF LIABILITY** is amended by the addition of the following:

Communicable Disease Retained Limit and Limit of Liability

1. For “bodily injury by disease” caused by the same “communicable disease”, Your Retained Limit shown Item 5 in the Declarations Page, applies to one or more employees for “bodily injury” caused by the same “communicable disease”; and
2. For “bodily injury by disease” caused by the same “communicable disease”, Our Limit of Liability shown in Item 6 A. and Item 6 B. of the Declarations Page, applies to any one employee for “bodily injury” caused by the same “communicable disease”.

- B **PART FIVE – DEFINITIONS** is amended by adding the following definition:

“Communicable disease” is any infectious disease transmissible from person to person by direct or indirect contact with an infected person or that person’s bodily fluids.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIFIC COMMUNICABLE DISEASE RETAINED LIMIT AND  
LIMIT OF LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

- A. PART SIX – YOUR RETAINED LIMIT - OUR LIMIT OF LIABILITY is amended by the addition of the following:

**Communicable Disease Retained Limit and Limit of Liability**

1. For “bodily injury by disease” caused by the same “communicable disease”, Your Retained Limit shown Item 5 in the Declarations Page, applies to one or more employees for “bodily injury” caused by the same “communicable disease”; and
2. For “bodily injury by disease” caused by the same “communicable disease”, Our Limit of Liability shown in Item 6 A. and Item 6 B. of the Declarations Page, applies to any one employee for “bodily injury” caused by the same “communicable disease”.

- B. **PART FIVE – DEFINITIONS** is amended by adding the following definition:

“Communicable disease” means any infectious disease which is listed below:

1. Hepatitis
2. Scabies
3. Chicken Pox
4. Staphylococcal Food Poisoning
5. Streptococcal Food Poisoning
6. Rubella
7. Gastroenteritis caused by:
  - a. Disease Salmonella
  - b. Botulism
  - c. Shigella
  - d. Trichinosis
  - e. Campylo
  - f. Yersinia Enterocolitis
8. Acquired Immune Deficiency Syndrome (AIDS)
9. Legionnaire's Disease
10. Tuberculosis
11. Meningitis

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**STATE(S) COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that Item 3. of the Declarations Page is amended by the specified state addition or deletion of the following "state(s)":

The following "state(s)" is (are) \*

"State(s)" Name:

\* (deleted or added)

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LOSSES REDEFINED TO INCLUDE ALLOCATED LOSS ADJUSTMENT EXPENSES**  
**ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

1. **PART FIVE – DEFINITIONS, E.** "Loss(es)" is deleted in its entirety and replaced by the following:
  - E. "Loss(es)" means any payments for benefits required to be paid by you under the "Workers Compensation Law" or any payments for damages arising out of "bodily injury by accident" or "bodily injury by disease" covered either by **PART ONE** or **PART TWO** of this policy. "Loss(es)" include "allocated loss adjustment expenses".
2. **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES** is deleted in its entirety.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE  
ENDORSEMENT (STATE BENEFITS)**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950). The policy applies to that work but only with respect to employees engaged in incidental operations in the "state(s)" of .

Under **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE, Part C. Exclusions – Payments You Must Make**, reference to Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950) in Exclusion 3 is deleted.

Under **PART TWO – EXCESS EMPLOYERS LIABILITY, Part D. Exclusions – Payments You Must Make**, reference to Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950) in Exclusion 8. is deleted.

Under **PART FIVE – DEFINITIONS**, Definition H. "Workers Compensation Law" is deleted and replaced by the following:

**H.** "Workers Compensation Law" means the workers or workmen's compensation law and occupational disease law of the "states" named in Item 3 of the Declarations Page and the Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950). It includes any amendments of these laws that are in effect during the "policy period". It does not include provisions of any law that provides non-occupational disability benefits.

We shall reimburse you for the amount of benefits actually paid by you under the Longshore and Harbor Workers' Compensation Act that is in excess of Your Retained Limit stated in Item 5 of the Declarations Page. This reimbursement by us shall not exceed the benefits in the "state" in which the injured employee(s) is normally employed and is further subject to Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE  
ENDORSEMENT (SPECIFIC LIMITS)**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950). The policy applies to that work but only with respect to employees engaged in incidental operations in the "state(s)" of .

Under **PART ONE –EXCESS WORKERS COMPENSATION INSURANCE, Part C. Exclusions – Payments You Must Make**, reference to Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950) in Exclusion 3 is deleted.

Under **PART TWO – EXCESS EMPLOYERS LIABILITY, Part D. Exclusions – Payments You Must Make**, reference to Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950) in Exclusion 8. is deleted.

Under **PART FIVE – DEFINITIONS**, Definition H. "Workers Compensation Law" is deleted and replaced by the following:

**H.** "Workers Compensation Law" means the workers or workmen's compensation law and occupational disease law of the "states" named in Item 3 of the Declarations Page and the Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950). It includes any amendments of these laws that are in effect during the "policy period". It does not include provisions of any law that provides non-occupational disability benefits.

With respect to the coverage provided by this endorsement, we shall reimburse you for the amount of benefits actually paid by you under the Longshore and Harbor Workers' Compensation Act that is in excess of Your Retained Limit of \$ . This reimbursement by us shall not exceed Our Limit of Liability of \$ . Your Retained Limit and Our Limit of Liability apply as follows:

1. To one or more employees because of "bodily injury by accident"; and
2. To any one employee for "bodily injury by disease".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NAMED INSURED ADDITION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that Item 1. of the Declarations Page is amended by the addition of the following entity(ies):

Item 1. Named Insured:

Address:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NAMED INSURED DELETION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that Item 1. of the Declarations Page is amended by the deletion of the following entity(ies):

Name of Entity:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASSOCIATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**A.** It is agreed that the coverage provided by this policy shall apply to any qualified member of which is admitted in strict compliance with the bylaws during the "policy period" or is a qualified member at the effective date of the policy. All provisions of this policy shall apply separately to each member included herein except that Your Retained Limit stated in Item 5 of the Declarations Page and Our Limit of Liability stated in Item 6 A. and 6 B. of the Declarations Page shall apply jointly to all members as a group. Your Retained Limit and Our Limit of Liability apply as follows:

1. To one or more employees because of "bodily injury by accident"; and
2. To any one employee for "bodily injury by disease."

**B.** Item 4. **Premiums** of the Declarations Page is amended by the addition of the following:

Rate:

**C.** Coverages described in **PART ONE AND PART TWO** of this policy are restricted to the following NCCI Code Classifications which were provided with the submission and on which we relied when we issued this policy.

CODE	CLASSIFICATION
------	----------------

**D.** Coverages described in **PART ONE AND PART TWO** of this policy are restricted as to the following:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that this Policy is amended as follows:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY AND  
REPATRIATION COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**A. Employees Covered**

This coverage applies only to employees who are hired by you within the limits of the United States of America and are regularly employed in a "state" named in Item 3 of the Declarations Page while they are traveling or temporarily residing outside the United States of America, its territories or possessions or Canada.

This Insurance does not apply to employees who are hired by you outside the limits of the United States of America or who are regularly employed in a "state" not named in Item 3 of the Declarations Page.

**B. How This Endorsement Applies**

This insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

1. "Bodily injury" must be sustained by an employee included in the employees described in the Schedule;
2. "Bodily injury" must arise out of and in the course of employment necessary or incidental to work in a "state" listed in Item 3 of the Declarations Page;
3. "Bodily injury" must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian resident temporarily away from those places;
4. "Bodily injury by accident" must occur during the "policy period"; and
5. "Bodily injury by disease" must be caused or aggravated by the conditions of your employment. The employee's last exposure to those conditions of your employment must occur during the "policy period".

**C. We Will Reimburse**

We will reimburse you for all amounts paid by you in excess of Your Retained Limit stated in Item 5 of the Declarations Page, but not more than Our Limit of Liability stated in Item 6 of the Declarations Page, whether such amounts are:

1. Voluntary payments for the benefits that would be required of you if you and your employees described in the above Schedule were subject to the "Workers Compensation Law" shown in the above Schedule, or
2. Sums to which **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** would apply if the State or Country of Operations shown in the Schedule were shown in Item 3 of the Declarations Page.

#### **D. Exclusions**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any occurrences in the following countries:       ;
2. Any obligation imposed by a Workers Compensation or occupational disease law, or any similar law;
3. "Bodily injury" intentionally caused or aggravated by you; or
4. Liability for any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, or military or usurped power. No endorsement now or subsequently attached to this policy will be construed as overriding or waiving this limitation unless specifically referenced.

#### **E. Our Reimbursement**

Before we reimburse you for the benefits that are in excess of Your Retained Limit, the persons entitled to the benefits provided by this endorsement must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us their right to recover from others who may be responsible for their injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **F. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed you in excess of Your Retained Limit. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you in excess of Your Retained Limit.

#### **G. Reimbursement For Actual Loss Sustained**

This endorsement provides only for reimbursement for "loss" you actually sustain in excess of Your Retained Limit. In order for you to recover "loss" under this reimbursement agreement you must:

1. Actually sustain and pay the "loss" in money after trial; or
2. Secure our consent for the payment of the "loss".

## H. Repatriation Expenses

It is agreed that, subject to Your Retained Limit stated in Item 5 on the Declarations Page which will apply to "loss" and "repatriation expenses" combined, we will reimburse "repatriation expenses", as defined and limited below, in addition to such voluntary benefits as are provided under this endorsement.

"Repatriation expenses" mean additional expenses of repatriation to the United States of America necessarily incurred as a direct result of "bodily injury" sustained outside the United States of America by any of your employees who were covered by this endorsement.

Our reimbursement of "repatriation expenses" is limited as follows:

1. To the amount by which such expenses exceed the normal cost of returning the employee if in good health; or
2. In the event of death, to the amount by which such expenses exceed the normal cost of returning the employee if alive and in good health.

In no event will our reimbursement exceed the amount shown below for **Our Limit of Liability for Repatriation Expenses**, as respects any one employee, whether dead or alive, and for each occurrence.

<b>Our Limit of Liability for Repatriation Expenses:</b>
<b>Each Employee: \$</b>
<b>Total for Each Occurrence: \$</b>

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DECLARATIONS PAGE CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that Declarations Page is amended as follows:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDEMIC DISEASES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Under **PART FOUR - VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE** reference to "bodily injury by disease" as used in **PART FOUR** includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the "Workers Compensation Law" described in Item 3 of the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WRAP-UP EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This insurance does not cover, nor is Your Retained Limit satisfied by, any payments arising out of your participation in a consolidated (wrap-up) insurance program.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DEFENSE BASE ACT COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

1. This endorsement applies only to the work described in the Schedule below or on the Declarations Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a "state" named in Item 3 of the Declarations Page.
2. Under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE**, Section **C**. Exclusion **3.** does not apply to work subject to the Defense Base Act as described in paragraph 1 above.
3. Under **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, Section **D**. Exclusion **8.** does not apply to work subject to the Defense Base Act as described in paragraph 1 above.
4. Under **PART FIVE – DEFINITIONS**, Definition **H**. "Workers Compensation Law" is deleted and replaced by the following:

"Workers Compensation Law" means the workers or workmen's compensation law and occupational disease law of the "states" named in Item 3 of the Declarations Page and the Defense Base Act (42 USC Sections 1651-1654). It includes any amendments to these laws that are in effect during the "policy period". It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provides non-occupational disability benefits.

**SCHEDULE**

Description of Work:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**SCHEDULE**

**State(s):**

This endorsement applies only to work in the "State(s)" shown in the above Schedule:

**PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** does not apply in any "States" shown in the above Schedule.

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** applies in the "State(s)" shown in the above Schedule as though the "state(s)" were shown in Item 3 of the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMIUM COMPUTATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Your premium will be computed as follows:

1. Audit Period: through

Annual

Semi-Annual

Monthly

Other

2. The Premium set forth in the Declarations Page is adjustable, and is only an estimated premium for the Audit Period shown in 1. above. The final earned premium for the Audit Period will be determined as specified in **PART EIGHT – PREMIUMS** of the policy. The Audit Premium will be computed by applying the Rate(s) against the Estimated Exposure and Exposure Reporting Basis listed in the Premium Adjustment Table below. Such rates are prior to any applicable taxes, surcharges or fees.

3. Premium Adjustment Table:

Class Code	Class Description	Estimated Exposure	Exposure Reporting Basis	Rate(s)	Estimated Premium

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXTENSION OF NOTICE OF CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

It is agreed that **PART NINE – CONDITIONS**, Condition **K. Cancellation or Non-Renewal**, is amended by the addition of the following:

We agree to provide you with \_\_\_\_\_ days advance written notice in addition to number of days for advance written notice provided in the policy if we cancel for reasons other than the non-payment of premium. In no event will this advance notice be less than the minimum number of days required by state law.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT  
COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Under **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, Section **D**. Exclusion **8**. is amended as follows:

Reference to the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) in Exclusion **8**. is deleted. However, this deletion only applies to the work described in the Schedule as subject to the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872). The policy applies to that work as though that work were in a “state” listed in Item 3 of the Declarations Page.

This policy will cover damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) or any amendment to that law in effect during the policy period.

**Schedule**

**Description and Location of Work:**

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE AND KNOWLEDGE OF OCCURRENCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

As respects any claim or suit reporting requirements under this policy, it agreed that knowledge of an accident or incident by an agent, servant, employee of yours, or any other person, shall not in itself constitute knowledge by you unless the Risk Management or equivalent department have received notice by such agent, servant, employee or any other person.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VOLUNTEER COVERAGE - EXCESS VOLUNTARY COMPENSATION AND  
EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**A. How This Insurance Applies**

This insurance applies, with respect to this endorsement, to "bodily injury by accident" or "bodily injury by disease" provided that the:

1. "Bodily injury" must be sustained by a person included in the group of volunteers described in the Schedule;
2. "Bodily injury" must arise out of and in the course of volunteer activities necessary or incidental to your operations in a "state" listed Schedule below;
3. "Bodily injury" must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places; and
4. "Bodily injury by accident" must occur during the "policy period".
5. "Bodily injury by disease" must be caused or aggravated by the conditions of your operations. The volunteer's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

**SCHEDULE**

Volunteers	Designated Workers Compensation Law
All volunteers who donate their services to you and are not subject to Workers Compensation Law or Occupational Disease Law	Workers Compensation Law and Occupational Disease Law of the "state" where the injury takes place.

**B. We Will Reimburse**

We will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit stated in Item 5 of the Declarations Page that would be required of you if you and your volunteer(s) described in the Schedule above were subject to the "Workers Compensation Law" shown in the Schedule. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

### **C. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments.

1. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
2. “Bodily injury” intentionally caused or aggravated by you; or
3. Liability for any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, or military or usurped power. No endorsement now or subsequently attached to this policy will be construed as overriding or waiving this limitation unless specifically referenced.

### **D. Our Reimbursement**

Before we will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit, the claimants must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us the claimant’s right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right of recovery from others.

If the claimants make a recovery from others, the claimant must reimburse us for any benefits we have reimbursed you.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

### **E. Employers Liability Insurance**

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** applies to “bodily injury” covered by this endorsement as though the “state(s)” shown in the Schedule were listed in the Item 3 of the Declarations Page subject to Your Retained Limit indicated in Item 5 of the Declarations Page.

Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSTALLMENT OF ESTIMATED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Reference to Deposit Premium in **Item 4: Premiums** shown on the Declarations Page is deleted in its entirety and replaced by the following:

The estimated deposit premium is \$ , and shall be payable under the following schedule:

<u>DUE DATE:</u>	<u>AMOUNT PAYABLE:</u> \$

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIBERALIZATION CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Under **PART NINE – CONDITIONS** is amended to include the following Condition:

**Liberalization Clause**

If we revise or replace the Specific Excess Workers Compensation and Employers Liability Insurance Policy to provide broader coverage without an additional premium charge, this policy will automatically provide the broader coverage as of the day the revision is effective in the state in which the insured is domiciled.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This insurance does not cover, nor is Your Retained Limit satisfied, by any payments for "bodily injury" to an employee whose work is conducted at or from:

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

Schedule

**1. Employees**

Master and members of the crews of these vessels:

**Workers Compensation Law**

**2. Description of Work:**

**I. How This Insurance Applies**

This insurance applies to "bodily injury by accident" or to "bodily injury by disease" provided that:

1. The "bodily injury" must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule above;
2. The "bodily injury" must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule;
3. The "bodily injury by accident" occurs during the "policy period";
4. The "bodily injury by accident" or "bodily injury by disease" must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii, or Canada; and
5. The "bodily injury by disease" is caused or aggravated by the conditions of your employment. The employees last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

## **II. We Will Reimburse**

We will reimburse you for an amount equal to the benefit that is excess of Your Retained Limit stated in Item 5 of the Declarations Page that would be required of you if you and your employee(s) described in Item 1 of the Schedule above were subject to the workers compensation law shown in Item 1 of the Schedule above. We will reimburse you for those amounts to the persons who would be entitled to them under that law. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

## **III. Exclusions**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, disability benefits law or any similar law.
2. "Bodily injury" intentionally caused or aggravated by you.

## **IV. Our Reimbursement**

Before we reimburse you for the amount equal to the benefits that is excess of Your Retained Limit in Item 5. of the Declarations Page, the claimants must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us the claimant's right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

## **V. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ARKANSAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

- I. **PART NINE – CONDITIONS, Condition K. Cancellation or Non-Renewal** is amended by the following:

In addition, if we cancel or non-renew this policy, we will deliver thirty (30) days advance written notice to:

Workers' Compensation Commissioner  
4<sup>th</sup> & Spring Streets  
P.O. Box 950  
Little Rock, AR 72203-0950

- II. **PART NINE – CONDITIONS** is amended to add the following condition

Obligations, due under the terms of the policy, shall be made to a party other than the Named Insured as designated by the Workers' Compensation Commissioner if it is deemed by the Commissioner to be in the best interest of the employees covered.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

<i>SERFF Tracking Number:</i>	<i>WESA-125380935</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arch Insurance Company</i>	<i>State Tracking Number:</i>	<i>#26149 \$50</i>
<i>Company Tracking Number:</i>	<i>ARCH-07-226</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0022 Other</i>
<i>Product Name:</i>	<i>Specific Excess Workers Compensation and Employers Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of Revised EWC Forms/ARCH-07-226</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125380935 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #26149 \$50  
Company Tracking Number: ARCH-07-226  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0022 Other  
Product Name: Specific Excess Workers Compensation and Employers Liability  
Project Name/Number: Submission of Revised EWC Forms/ARCH-07-226

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Approved	12/18/2007
<b>Comments:</b> Attached are the NAIC forms.		
<b>Attachments:</b> AR NAIC.pdf AR NAIC 2.pdf		
<b>Satisfied -Name:</b> Letter of Authorization	<b>Review Status:</b> Approved	12/18/2007
<b>Comments:</b> Attached is the letter of authorization.		
<b>Attachment:</b> Letter of Authorization-wes.pdf		
<b>Satisfied -Name:</b> Filing Memo	<b>Review Status:</b> Approved	12/18/2007
<b>Comments:</b> Attached is the filing memo.		
<b>Attachment:</b> XSWC Filing Memo.pdf		
<b>Satisfied -Name:</b> Cover Letter	<b>Review Status:</b> Approved	12/18/2007
<b>Comments:</b> Attached is the AR cover letter.		
<b>Attachment:</b> AR Letter.pdf		
<b>Satisfied -Name:</b> Arkansas Form Listing	<b>Review Status:</b> Approved	12/18/2007
<b>Comments:</b>		

*SERFF Tracking Number:*      *WESA-125380935*      *State:*      *Arkansas*  
*Filing Company:*      *Arch Insurance Company*      *State Tracking Number:*      *#26149 \$50*  
*Company Tracking Number:*      *ARCH-07-226*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0022 Other*  
*Product Name:*      *Specific Excess Workers Compensation and Employers Liability*  
*Project Name/Number:*      *Submission of Revised EWC Forms/ARCH-07-226*

Attached is the AR forms listing.

**Attachment:**

AR Forms Listing.pdf



### 1. Reserved for Insurance Dept. Use Only

--	--

a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>
	Arch Insurance Services	1279

[illegible]

5.	Company Tracking Number	ARCH-07-226
----	-------------------------	-------------

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Wes Pohler	AVP	(856) 216-0220	(856) 216-0303	wes@westmontlaw.com
	25 Chestnut Street, Suite 105 Haddonfield, NJ 08033				
7.	Signature of authorized filer		<b>Wesley Pohler</b>		
8.	Please print name of authorized filer		Wesley Pohler		

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0 Other Liability	
10.	Sub-Type of Insurance (Sub-TOI)	17.0020 - Other	
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	None	
12.	Company Program Title (marketing title)	Specific Excess Workers' Compensation and Employers Liability	
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____	
14.	Effective Date(s) Requested	New: 2/15/08	Renewal: 2/15/08
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)	n/a	
17.	Reference Organization # & Title	n/a	
18.	Company's Date of Filing	12/11/07	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

## Property & Casualty Transmittal Document ---

20.	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-07-226
-----	--	-------------

21.	<b>Filing Description</b>	[This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
-----	---------------------------	--

Submission of the Company's Specific Excess Workers' Compensation and Employers Liability forms revision.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]				
<table><tr><td><b>Check #:</b></td><td>26149</td></tr><tr><td><b>Amount:</b></td><td>50.00</td></tr></table>		<b>Check #:</b>	26149	<b>Amount:</b>	50.00
<b>Check #:</b>	26149				
<b>Amount:</b>	50.00				
<div></div>					
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.					
***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)					

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-07-226			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a			

  

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Specific Excess Workers Compensation and Employers Liability Insurance Policy	00 GL0401 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0158 00 03 04	
02	Specific Excess Workers Compensation and Employers Liability Insurance Policy Declarations	05 GL0400 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	05 GL0151 00 03 04	
03	Federal Employers' Liability Act Coverage Endorsement	00 GL0372 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0148 00 03 04	
04	Alternate Employer Endorsement	00 GL0373 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0149 00 03 04	
05	Executive Officer(s) Exclusion Endorsement	00 GL0374 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0155 00 03 04	
06	Executive Officer(s) Inclusion Endorsement	00 GL0375 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0156 00 03 04	
07	Maritime Coverage Endorsement	00 GL0376 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0160 00 03 04	
08	Reinstatement Endorsement	00 GL0377 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0162 00 03 04	
09	Policy Cancellation Endorsement	00 GL0378 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0262 00 10 06	
10	Aircraft Exclusion Endorsement	00 GL0379 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0263 00 10 06	

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-07-226			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a			

  

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Scheduled Aircraft Coverage Endorsement	00 GL0380 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0264 00 10 06	
12	Split Retained Limit Endorsement	00 GL0381 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0265 00 10 06	
13	Aircraft Limitation Endorsement	00 GL0382 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0266 00 10 06	
14	Communicable Disease Retained Limit and Limit of Liability Endorsement	00 GL0383 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0267 00 10 06	
15	Specific Communicable Disease Retained Limit and Limit of Liability Endorsement	00 GL0384 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0268 00 10 06	
16	State(s) Coverage Endorsement	00 GL0385 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0269 00 10 06	
17	Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement	00 GL0386 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0270 00 10 06	
18	Longshore and Harbor Workers' Compensation Act Coverage Endorsement (State Benefits)	00 GL0387 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0271 00 10 06	
19	Longshore and Harbor Workers' Compensation Act Coverage Endorsement (Specific Limits)	00 GL0388 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0272 00 10 06	
20	Named Insured Addition Endorsement	00 GL0389 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0278 00 10 06	

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-07-226			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a			

  

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Named Insured Deletion Endorsement	00 GL0390 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0279 00 10 06	
22	Association Endorsement	00 GL0391 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0280 00 10 06	
23	Policy Change Endorsement	00 GL0392 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0282 00 10 06	
24	Foreign Voluntary Compensation and Employers Liability and Repatriation Coverage Endorsement	00 GL0393 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0284 00 10 06	
25	Declarations Page Change Endorsement	00 GL0394 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0293 00 10 06	
26	Endemic Diseases Endorsement	00 GL0395 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0154 00 03 04	
27	Wrap-Up Exclusion Endorsement	00 GL0396 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0170 00 03 04	
28	Defense Base Act Coverage Endorsement	00 GL0397 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0152 00 03 04	
29	Employers Liability Coverage Endorsement	00 GL0399 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0153 00 03 04	
30	Premium Computation Endorsement	00 GL0402 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0291 00 10 06	

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-07-226			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a			

  

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
31	Extension of Notice of Cancellation Endorsement	00 GL0371 00 (01/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0292 00 10 06	
32	Migrant and Seasonal Agricultural Worker Protection Act Coverage Endorsement	00 GL0365 00 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Notice and Knowledge of Occurrence Endorsement	00 GL0364 00 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Volunteer Coverage - Excess Voluntary Compensation and Employers Liability Coverage	00 GL0368 00 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Installment of Estimated Premium Endorsement	00 GL0370 00 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Liberalization Clause Endorsement	00 GL0366 00 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Designated Workplaces Exclusion Endorsement	00 GL0367 00 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Voluntary Compensation Maritime Coverage Endorsement	00 GL0369 00 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Foreign Voluntary Compensation and Employers Liability Endorsement	00 GL0157 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
40	Joint Venture As Insured Endorsement	00 GL0159 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-07-226			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a			

  

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
41	Repatriation Endorsement	00 GL0163 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
42	Unintentional Failure to Disclose Hazards Endorsements	00 GL0166 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
43	Longshore and Harbor Workers' Compensation Act Coverage Endorsement	00 GL0167 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
44	Voluntary Compensation and Employers Liability Coverage Endorsement	00 GL0168 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
45	Waiver of Our Right to Recover From Others Endorsement	00 GL0169 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
46	Longshore and Harbor Workers' Compensation Act Coverage Endorsement (With Escalation Exclusion)	00 GL0171 00 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
47	Combined Retained Limit Endorsement	00 GL0273 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
48	Assessments Condition Amendment Endorsement	00 GL0274 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
49	Bodily Injury By Disease Claim Reporting Period Deletion Endorsement	00 GL0275 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
50	Retention Reduced by Payment of ALE End	00 GL0276 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-07-226			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	n/a			

  

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
41	Employers Liability Aggregate End	00 GL0277 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
42	Excess Voluntary Compensation and EL Coverage End	00 GL0281 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
43	Foreign Voluntary Compensation Endorsement (No Repatriation Coverage and Excluded Countries)	00 GL0285 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
44	Foreign Voluntary Compensation and Repatriation Coverage End (Excluded Countries)	00 GL0286 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
45	Foreign Voluntary Compensation and Repatriation Coverage (Specified Countries) End.	00 GL0287 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
46	Administration of Claims Service Deletion Endorsement	00 GL0288 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
47	Allocated Loss Expenses Pro Rata Reimbursement End.	00 GL0289 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
48	Assessments Condition Deletion Endorsement	00 GL0290 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
49	Amendment of Cancellation Condition Endorsement	00 GL0292 00 10 06	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
50	Arkansas Amendatory Endorsement	00 GL0403 04 (01 08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	00 GL0302 04 11 06	

PC FFS-1



www.archinsurance.com

Joseph S. Labell

Vice President, Assistant Secretary & Counsel

300 First Stamford Place

5<sup>th</sup> Floor East

Stamford, CT 06902

203-388-3220 Telephone

203-388-3301 Fax

January 1, 2007

Arch Insurance Company

NAIC: #11150

Letter of Authorization

Filing of Forms, Rates and Rules

Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Wesley Pohler and Westmont Associates are hereby authorized to file form, rate and rate filings on behalf of Arch Insurance Company.

Very truly yours,

Joseph S. Labell

Vice President, Assistant Secretary and Counsel

## **SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

### **FILING MEMORANDUM – SUMMARY OF REVISIONS**

The Company is filing to revise its currently filed and approved Excess Workers' Compensation and Employers Liability Policy and Endorsements. With regard to the Endorsements, please be advised that the revisions that have been made are intended so that the new editions of the forms match the language of the revised policy. With regard to the Policy form, please see the below summary of revisions and changes:

- Policy title name was amended to include reference to *Specific*.
- Broadened definition of Who Is an Insured to include joint ventures and subsidiaries.
- The insured's retention now applies to both Part One and Part Two combined. Previously it applied to each separately.
- Substituted an Employers Liability only aggregate in place of the combined Workers Compensation and Employers Liability aggregate.
- Eliminated reference to the Retained Limit Aggregate Coverage.
- Policy includes Voluntary Compensation and Employers Liability.
- Policy includes Stop Gap Coverage.
- Added a definition of Allocated Loss Adjustment Expenses.
- Deleted the exclusion for bodily injury to a master or crew member of a vessel and added a Merchant Marine Act exclusion.
- Added the Joint Commission for Accreditation of Healthcare exception to the failure to comply with health/safety law and regulation exclusion.
- Added a Non Renewal provision.
- Added broad form Other States coverage.
- Allocated Loss Adjustment reimbursed on a percentage basis related to amount of total loss.
- Eliminated the 36 month Employers Liability claim sunset clause.
- Subrogation waiver provision included.
- Added Unintentional Errors and Omissions Condition.
- Added Omnibus Reconciliation Act Government Access Clause.
- Deleted the Arbitration Clause Condition.
- Deleted the Assessments Condition.
- Deleted the Administration of Claim Service approval requirement provision

December 11, 2007

The Honorable Julie Benafield-Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West 3rd Street  
Little Rock, AR 72201-1904

Attn: Property and Casualty Division

**RE: Arch Insurance Company /NAIC# 11150/ FEIN# 43-0990710  
Specific Excess Workers' Compensation and Employers Liability  
Forms Revision Submission  
Effective Date: February 15, 2008 or Upon Earliest Possible Approval  
Filing Number: ARCH-07-226**

Dear Commissioner Benafield-Bowman:

Enclosed please find attached the Company's Specific Excess Workers' Compensation and Employers Liability forms revision submission. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

The Company is filing to revise its currently filed and approved Excess Workers' Compensation and Employers Liability Policy and Endorsements. With regard to the Endorsements, please be advised that the revisions that have been made are intended so that the new editions of the forms match the language of the revised policy. Also, some forms have been eliminated as they have been either incorporated into the Policy itself, combined with other endorsements or are no longer needed. With regard to the Policy form, please refer to the attached filing memorandum which provides a summary of the revisions. We have also enclosed a forms listing for your information as well.

Please be advised that the revisions to the forms do not result in any rating impact whatsoever.

Your approval and/or acknowledgement of this submission is respectfully requested. If you have any questions or concerns regarding the filing, please do not hesitate to contact me. Thank you for your attention to this matter.

Respectfully submitted,

***Wesley Pohler***

Wesley Pohler  
Assistant Vice-President  
wes@westmontlaw.com

Enclosures

cc: N. Stepanski – Westmont  
C. Kennedy – Arch

***SPECIFIC EXCESS WC AND EL POLICY 2008 REVISION FORMS LIST***

New Form Number	Form Name	Current Form Being Withdrawn
00 GL0401 00 (01 08)	SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	00 GL0158 00 03 04
05 GL0400 00 (01 08)	SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY DECLARATIONS	05 GL0151 00 03 04
00 GL0372 00 (01 08)	FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT	00 GL0148 00 03 04
00 GL0373 00 (01 08)	ALTERNATE EMPLOYER ENDORSEMENT	00 GL0149 00 03 04
00 GL0374 00 (01 08)	EXECUTIVE OFFICER(S) EXCLUSION ENDORSEMENT	00 GL0155 00 03 04
00 GL0375 00 (01 08)	EXECUTIVE OFFICER(S) INCLUSION ENDORSEMENT	00 GL0156 00 03 04
00 GL0376 00 (01 08)	MARITIME COVERAGE ENDORSEMENT	00 GL0160 00 03 04
00 GL0377 00 (01 08)	REINSTATEMENT ENDORSEMENT	00 GL0162 00 03 04
00 GL0378 00 (01 08)	POLICY CANCELLATION ENDORSEMENT	00 GL0262 00 10 06
00 GL0379 00 (01 08)	AIRCRAFT EXCLUSION ENDORSEMENT	00 GL0263 00 10 06
00 GL0380 00 (01 08)	SCHEDULED AIRCRAFT COVERAGE ENDORSEMENT	00 GL0264 00 10 06
00 GL0381 00 (01 08)	SPLIT RETAINED LIMIT ENDORSEMENT	00 GL0265 00 10 06
00 GL0382 00 (01 08)	AIRCRAFT LIMITATION ENDORSEMENT	00 GL0266 00 10 06
00 GL0383 00 (01 08)	COMMUNICABLE DISEASE RETAINED LIMIT AND LIMIT OF LIABILITY ENDORSEMENT	00 GL0267 00 10 06
00 GL0384 00 (01 08)	SPECIFIC COMMUNICABLE DISEASE RETAINED LIMIT AND LIMIT OF LIABILITY ENDORSEMENT	00 GL0268 00 10 06

**SPECIFIC EXCESS WC AND EL POLICY 2008 REVISION FORMS LIST**

00 GL0385 00 (01 08)	STATE(S) COVERAGE ENDORSEMENT	00 GL0269 00 10 06
00 GL0386 00 (01 08)	LOSSES REDEFINED TO INCLUDE ALLOCATED LOSS ADJUSTMENT EXPENSES ENDORSEMENT	00 GL0270 00 10 06
00 GL0387 00 (01 08)	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT (STATE BENEFITS)	00 GL0271 00 10 06
00 GL0388 00 (01 08)	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT (SPECIFIC LIMITS)	00 GL0272 00 10 06
00 GL0389 00 (01 08)	NAMED INSURED ADDITION ENDORSEMENT	00 GL0278 00 10 06
00 GL0390 00 (01 08)	NAMED INSURED DELETION ENDORSEMENT	00 GL0279 00 10 06
00 GL0391 00 (01 08)	ASSOCIATION ENDORSEMENT	00 GL0280 00 10 06
00 GL0392 00 (01 08)	POLICY CHANGE ENDORSEMENT	00 GL0282 00 10 06
00 GL0393 00 (01 08)	FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY AND REPATRIATION COVERAGE ENDORSEMENT	00 GL0284 00 10 06
00 GL0394 00 (01 08)	DECLARATIONS PAGE CHANGE ENDORSEMENT	00 GL0293 00 10 06
00 GL0395 00 (01 08)	ENDEMIC DISEASES ENDORSEMENT	00 GL0154 00 03 04
00 GL0396 00 (01 08)	WRAP-UP EXCLUSION ENDORSEMENT	00 GL0170 00 03 04
00 GL0397 00 (01 08)	DEFENSE BASE ACT COVERAGE ENDORSEMENT	00 GL0152 00 03 04
00 GL0399 00 (01 08)	EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	00 GL0153 00 03 04
00 GL0402 00 (01 08)	PREMIUM COMPUTATION ENDORSEMENT	00 GL0291 00 10 06
00 GL0371 00 (01 08)	EXTENSION OF NOTICE OF CANCELLATION ENDORSEMENT	00 GL0292 00 10 06 - See Withdrawn Forms below for Former Title
00 GL0403 04 (01 08)	ARKANSAS AMENDATORY ENDORSEMENT	00 GL0302 04 11 06

**SPECIFIC EXCESS WC AND EL POLICY 2008 REVISION FORMS LIST**

00 GL0365 00 (01 08)	MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT COVERAGE ENDORSEMENT	New Form
00 GL0364 00 (01 08)	NOTICE AND KNOWLEDGE OF OCCURRENCE ENDORSEMENT	New Form
00 GL0368 00 (01 08)	VOLUNTEER COVERAGE - EXCESS VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE	New Form
00 GL0370 00 (01 08)	INSTALLMENT OF ESTIMATED PREMIUM ENDORSEMENT	New Form
00 GL0366 00 (01 08)	LIBERALIZATION CLAUSE ENDORSEMENT	New Form
00 GL0367 00 (01 08)	DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT	New Form
00 GL0369 00 (01 08)	VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT	New Form
WITHDRAWN	FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY ENDORSEMENT	00 GL0157 00 03 04
WITHDRAWN	JOINT VENTURE AS INSURED ENDORSEMENT	00 GL0159 00 03 04
WITHDRAWN	REPATRIATION ENDORSEMENT	00 GL0163 00 03 04
WITHDRAWN	UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS ENDORSEMENT	00 GL0166 00 03 04
WITHDRAWN	LONGSHORE AND HARBOR WORKERS COMPENSATION ACT COVERAGE ENDORSEMENT	00 GL0167 00 03 04
WITHDRAWN	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	00 GL0168 00 10 06
WITHDRAWN	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT	00 GL0169 00 03 04
WITHDRAWN	LONGSHORE AND HARBOR WORKERS COMPENSATION ACT COVERAGE ENDORSEMENT (WITH ESCALATION EXCLUSION)	00 GL0171 00 03 04
WITHDRAWN	Combined Retained Limit Endorsement	00 GL0273 00 10 06
WITHDRAWN	Assessments Condition Amendment Endorsement	00 GL0274 00 10 06

**SPECIFIC EXCESS WC AND EL POLICY 2008 REVISION FORMS LIST**

WITHDRAWN	Bodily Injury By Disease Claim Reporting Period Deletion Endorsement	00 GL0275 00 10 06
WITHDRAWN	Retention Reduced by Payment of ALE End	00 GL0276 00 10 06
WITHDRAWN	Employers Liability Aggregate End	00 GL0277 00 10 06
WITHDRAWN	Excess Voluntary Compensation and EL Coverage End	00 GL0281 00 10 06
WITHDRAWN	Foreign Voluntary Compensation Endorsement (No Repatriation Coverage and Excluded Countries)	00 GL0285 00 10 06
WITHDRAWN	Foreign Voluntary Compensation and Repatriation Coverage End (Excluded countries)	00 GL0286 00 10 06
WITHDRAWN	Foreign Voluntary Compensation and Repatriation Coverage (Specified Countries) End.	00 GL0287 00 10 06
WITHDRAWN	Administration of Claims Service Deletion Endorsement	00 GL0288 00 10 06
WITHDRAWN	Allocated Loss Expenses Pro Rata Reimbursement End.	00 GL0289 00 10 06
WITHDRAWN	Assessments Condition Deletion Endorsement	00 GL0290 00 10 06
WITHDRAWN	AMENDMENT OF CANCELLATION CONDITION ENDORSEMENT	00 GL0292 00 10 06
<b>CURRENT FORM NUMBER</b>	<b>CURRENT FORM TITLE - SAME</b>	<b>DISPOSITION</b>
00 GL0165 00 10 06	TERRORISM RISK INSURANCE ACT ENDORSEMENT	No Change - Continue as Filed and Approved